



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR

Introduction

A hearing was conducted by conference call in the presence of the applicant and in the absence of the respondent. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

I find that the 10 Notice to End Tenancy was served on the Tenant by placing it in the mailbox on January 8, 2015. The tenant testified she attempted to serve the Application for Dispute Resolution/Notice of Hearing on the landlord by delivering it to the address on the Notice to End Tenancy but the address did not exist. She subsequently gave a copy of the documents to GE Sr. on January 17, 2015 but he refused to accept them. The law does not permit a party to avoid service by refusing to accept the documents. I find that the Application for Dispute Resolution/Notice of Hearing was sufficiently served on the Tenants on January 17, 2015. With respect to each of the applicant's claims I find as follows:

Issue(s) to be Decided

The issue to be decided is whether the tenant is entitled to an order cancelling the Notice to End Tenancy dated January 6, 2015?

Background and Evidence

The tenancy began on December 15, 2014. The tenancy agreement provided that the tenant(s) would pay rent of \$2000 per month payable on the first day of each month. The tenant(s) paid a security deposit of \$1000 at the start of the tenancy.

The tenant testified that she disputes the amount allegedly owing on the Notice.

She further testified that the landlord has advised her he has given the matter to a real estate agent and she will be sitting down with the real estate agent later today to determine what is owed. She has sufficient money to pay the rent for February and any arrears if it is determined that arrears are owing.

Analysis

The landlord has the burden of proof to establish sufficient cause to end the tenancy. The landlord failed to attend the hearing and provide evidence. After carefully considering all of the evidence I determined that the landlord has failed to establish sufficient cause to end the tenancy. **As a result I ordered that the 10 day Notice to End Tenancy dated January 6, 2015 be cancelled.** The tenancy shall continue with the rights and obligations of the parties remaining unchanged.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under section 9.1(1) of the Residential Tenancy Act.

Dated: February 02, 2015

Residential Tenancy Branch

